

**ENTERED**

January 11, 2021

Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
LAREDO DIVISION

JOSH LIMAS,

Plaintiff,

VS.

SOUTH TEXAS NATIONAL BANK  
OF LAREDO, *et al*,

Defendants.



CIVIL ACTION NO. 5:20-CV-177

## ADVISORY

The parties have filed a jointly signed stipulation to dismiss with prejudice Defendant South Texas National Bank of Laredo (Dkt. No. 15).

Federal Rule of Civil Procedure 41(a)(1)(A)(ii) authorizes a plaintiff to dismiss an action without a court order by filing a stipulation of dismissal that is signed by all parties who have appeared. However, “[i]n a multi-defendant suit, the plaintiff may single out a party for dismissal; in those cases only the dismissed defendant need sign the stipulation.” *Nat’l City Golf Fin. v. Scott*, 899 F.3d 412, 415 n.3 (5th Cir. 2018) (citing *Plains Growers, Inc. v. Ickes-Braun Glasshouses, Inc.*, 474 F.2d 250, 254 (5th Cir. 1973); 9 Charles Alan Wright & Arthur R. Miller, *Federal Practice & Procedure* § 2362 (3d Ed. Apr. 2018 update)).

Dismissal under Rule 41(a)(1)(A) is subject to limitations in class action suits, shareholder derivative suits, and suits where the Court has appointed a receiver. Fed. R. Civ. P. 41(a)(1)(A). None of those limitations apply here. Thus, because the Stipulation is signed by the Plaintiff and Defendant South Texas National Bank of

Laredo, all of Plaintiff's claims against this Defendant were dismissed with prejudice "effective upon [the] filing" of the Stipulation. *SmallBizPros, Inc. v. MacDonald*, 618 F.3d 458, 463 (5th Cir. 2010).

The Clerk of Court is **DIRECTED** to terminate Defendant South Texas National Bank of Laredo from the docket. Plaintiff's claims against Defendant RBYFT-TIG LAREDO, LLC remain pending.

**SIGNED** January 11, 2021.

A handwritten signature in black ink, reading "Marina Garcia Marmolejo", written over a horizontal line.

Marina Garcia Marmolejo  
United States District Judge